



HEALTH AND HUMAN SERVICES AGENCY

ELIZABETH A. HERNANDEZ, Ph.D.
INTERIM DEPUTY CHIEF
ADMINISTRATIVE OFFICER

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(619) 515-6555

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

December 24, 2025

COSD CLERK OF THE BOARD
2026 JAN 6 PM2:57

TO: Andrew Potter, Executive Officer
Clerk of the Board of Supervisors

FROM: Elizabeth A. Hernandez, Ph.D., Interim Deputy Chief Administrative Officer
Health and Human Services Agency

FISCAL YEAR 2025-2026 TOBACCO CONTROL RESOURCE PROGRAM ALLOCATION AGREEMENT

1. Action Required:

- a. Requesting Clerk of the Board signature on the Allocation Agreement for the Tobacco Control Resource Program.
- b. Requesting Board Policy B-29 waiver because the funding does not offset all costs. The unrecovered cost is \$124,365.03 annually. The funding source of the unrecovered cost will be existing Realignment revenue. The public benefit for providing these services far outweighs the B-29 unrecoverable costs.

2. Background and Expected Outcome:

- a. Pursuant to BL January 11, 2022 (3), the Clerk of the Board is authorized to sign the Tobacco Tax Health Education Revenue Agreements from the California Department of Public Health.
- b. Term of the Agreement: July 1, 2025 - June 30, 2026.
- c. Fiscal Impact: \$886,627 on an annual basis for County of San Diego salary and benefits, operating expenses, services and supplies and indirect costs.

3. Reason for Requested Action and Impact

- a. Signature of the Clerk of the Board of Supervisors is required to accept this Allocation Agreement in accordance with Board Minute Order January 11, 2022 (3).
- b. This agreement supports *Building Better Health* component of *Live Well San Diego* vision by encouraging healthy behaviors and developing policies that protect the public's health from the harms of smoking and exposure to secondhand smoke.

Please contact Pauline Pesayco by email at Pauline.Pesayco@sdcounty.ca.gov or by phone at 619-889-3524 if you have any questions or concerns.

Respectfully,

ELIZABETH A. HERNANDEZ, Ph.D.
Interim Deputy Chief Administrative Officer
Health and Human Services Agency

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, JANUARY 11, 2022

MINUTE ORDER NO. 3

SUBJECT: AUTHORIZATION TO ACCEPT TOBACCO TAX FUNDING AND APPLY FOR FUTURE FUNDING OPPORTUNITIES (DISTRICTS: ALL)

OVERVIEW

Since 1989, the County of San Diego has received funding from the 1988 California voter-approved Proposition 99, the Tobacco Tax Initiative. This initiative added a 25-cent tax to each pack of cigarettes sold in California. In November 2016, California voters passed Proposition 56, the California Healthcare, Research, and Prevention Tobacco Tax Act of 2016, which increased the cigarette tax by \$2.00 per pack of cigarettes. Revenue from the additional \$2.00 tax increase is allocated to State and local programs directed towards Medi-Cal; physician training; prevention and treatment of dental diseases; tobacco use prevention; research into cancer, heart and lung diseases, and other tobacco-related diseases; and school programs focusing on tobacco use prevention and reduction.

Today's action requests the San Diego County Board of Supervisors (Board) to authorize acceptance of \$4,048,102 in funds from the California Department of Public Health for the term of January 1, 2022, through June 30, 2025, for Tobacco Tax Health Education Revenue to provide tobacco education, prevention, and cessation activities. Today's action also requests the Board to authorize the Agency Director, Health and Human Services Agency, to apply for additional funds to raise awareness about the harmful effects of tobacco/nicotine use and reduce access to tobacco/nicotine products for San Diego County residents.

This action supports the Building Better Health component of the countywide *Live Well San Diego* vision by providing funding to address tobacco education, prevention, and cessation activities which promote a healthy, safe, and thriving region.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Waive Board Policy B-29, Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery, which requires prior approval of grant applications and full cost recovery of grants.
2. Authorize the acceptance of \$4,048,102 in grant funds from the California Department of Public Health, California Tobacco Control Program, for the period of January 1, 2022, through June 30, 2025, to provide tobacco education, prevention, and cessation activities, and authorize the Clerk of the Board, to execute all required documents, upon receipt, including any annual extensions, amendments, and/or revisions thereto that do not materially impact or alter the services or funding level.
3. Authorize the Agency Director, Health and Human Services Agency, to apply for additional funding opportunity announcements, if available, to fund efforts to raise awareness about the harmful effects of tobacco/nicotine use and reduce access to tobacco/nicotine products.

EQUITY IMPACT STATEMENT

Racial and ethnic minority groups experience higher rates of illness and death across a wide range of health conditions. Racism is considered a fundamental cause of adverse health outcomes for marginalized populations, with tobacco use further exacerbating these negative health consequences. The San Diego County Board of Supervisors (Board) adopted a resolution on January 12, 2021 (8) to acknowledge racism as a public health crisis. In addition, the Board has taken numerous actions to change social norms related to tobacco initiation, use, and secondhand smoke exposure by adopting comprehensive policies to help achieve health equity. This work and other efforts to address racial disparities in tobacco must continue to fully address the public health impacts of racial injustice.

There has been a substantial decline in adult smoking in California over the last 30 years (Behavioral Risk Factor Surveillance System) since the inception of the California Tobacco Control Program. Results from the 2019 California Health Interview Survey showed an adult smoking prevalence of 6.9% in the state. However, disparities in cigarette smoking continue to persist by age, gender, race/ethnicity, sexual orientation, income level, education, and those who experience psychological distress, or reside in rural areas. The goal of the County of San Diego's (County) Tobacco Control Resource Program is to ultimately eliminate tobacco-related health disparities and significantly reduce health inequities.

The Tobacco Control Resource Program will advance the goal of tobacco-free living for all San Diego County residents by limiting the tobacco industry's targeting of our most vulnerable communities by working with other local agencies, leaders, and coalition members. In 2021, community partners participated in a countywide needs assessment to determine the extent of tobacco-related concerns and the availability of necessary resources to address them. The findings of the assessment were used as the foundation for the 2022-2025 Comprehensive Tobacco Control Plan for San Diego County. Tobacco control objectives and activities in the 2022-2025 Comprehensive Tobacco Control Plan will impact priority population groups identified in the 2021-2022 Tobacco Education and Research Oversight Committee's master plan, Achieving Health Equity: Toward a Commercial Tobacco-Free California. These groups represent populations with the highest tobacco-use prevalence and include: 1) Blacks/African Americans, Latino/Latinx, Asian Americans, Pacific Islanders, American Indians, and Alaska Natives, 2) Lesbian, gay, bisexual, transgender, queer and questioning (LGBTQ) people, 3) people of low socioeconomic status or with limited education, 4) rural residents, 5) military personnel and veterans, 6) individuals employed in jobs not covered by smoke-free workplace laws, 7) people with substance use disorders or behavioral health conditions, 8) people with disabilities, and 9) school-age youth. While overall prevalence rates for smoking have declined throughout California, there continues to be distinct disparities between racial groups. For example, though the percentage of African Americans in California who smoke has fallen from 12% in 2017 to 8.2% in 2020, the rates in this population still exceed that of the white population, currently 7.4%. The percentage of smokers in the Latino population and Asian population is lower than that of the white population at 5.9% and 4.5% respectively. The higher smoking rates in African Americans reflect disparities in other social determinants of health, such as housing, income and social protection, and working life conditions. African Americans are less likely to own a home, more likely to be below 200% of the Federal Poverty Level, and more likely to have served in the military.

The program will implement all required evaluation activities and strategies to monitor progress in reducing tobacco usage, eliminating tobacco access for youth and young adults, and expanding community engagement. Key program successes will be disseminated through presentations to coalition members and other stakeholders and posted on County webpages.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2021-23 Operational Plan in the Health and Human Services Agency. If approved, this request will result in costs of \$878,569 and revenue of \$779,590 in Fiscal Year 2021-22, costs of \$1,501,735 and revenue of \$1,303,384 in Fiscal Year 2022-23. The remainder of the revenue will be included in future Operational Plans, pending availability of funding sources. The funding source is the California Department of Public Health, California Tobacco Control Program. A waiver of Board Policy B-29 is requested because the funding does not offset all costs. These costs which will not be recovered are estimated at \$98,979 for Fiscal Year 2021-22, and \$198,351 for Fiscal Year 2022-23. The funding source for these costs is Health Realignment. The public benefit for providing these services far outweighs these costs. There is no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Desmond, seconded by Supervisor Vargas, the Board of Supervisors took action as recommended, on Consent.

AYES: Vargas, Anderson, Lawson-Remer, Fletcher, Desmond

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors

Signed

by Andrew Potter





Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

September 4, 2025

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO PREVENTION PROGRAM (CTPP)

SUBJECT: PROGRAM LETTER 25-01
LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND
PROPOSITION 56 FUNDS
FUNDING PERIOD: JULY 1, 2025 – JUNE 30, 2026

Purpose	Release the Acceptance of Allocation Agreement for Fiscal Year 2025-2026
Effective Date	Immediately
Inclusions	<ol style="list-style-type: none">1. Acceptance of Allocation Agreement for Fiscal Year 2025-2026 Funding Period: July 1, 2025 through June 30, 20262. Revised Appendix 2, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2026/27 (Dated 8/13/2025) previously released in the 2022-2027 LLA Comprehensive Tobacco Control Guidelines Addendum 2.
Required Action	<ol style="list-style-type: none">1. Please print, sign, and date the Acceptance of Allocation Agreement for Fiscal Year 2025-2026. The signature on the Acceptance of Allocation Agreement must match the official Agency Signatory identified in CTPP's Online Tobacco Information System (OTIS).2. Return the Acceptance of Allocation Agreement for Fiscal Year 2025-2026, bearing an original signature, to your assigned CTPP Procurement Manager (PM) electronically



CDPH California Tobacco Prevention Program
MS 7206 • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 449-5500 • (916) 449-5505 FAX
CDPH.ca.gov



in a reply to the OTIS Communication Log Message titled "Local Lead Agency (LLA) FY 2025-2026 Acceptance of Allocation Agreement and 1st and 2nd Quarter Prospective Invoices (PPIs) for Proposition 56 and Proposition 99."

**Why The
Agreement
is Needed**

Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Fiscal Year (FY) 2025-2026 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTPP receives the Acceptance of Allocation Agreement for FY 2025-2026 from your city/county/agency bearing the original signature of the official Agency Signatory identified in OTIS.

**Budget
Information**

The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for FY 2025-2026 is based on the LLA Allocation Table listed on Revised Appendix 2 (Dated 8/13/2025 for the FY 2022-2027 plan period).

**Additional
Information**

During the plan period, LLA Project Directors will receive feedback from CTPP's:

- Procurement Managers (PMs) who analyze the cost reports and spending patterns.
- Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2022-2027.

If it appears LLAs are not spending the allocations according to the budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTPP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTPP when the 2022-2027 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2027 and are due 60 days after receiving the plan's closeout letter.

Per the 2022-2025 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.

**Contact
Person
For Further
Information**

Your assigned CTPP PM.

**ACCEPTANCE OF ALLOCATION AGREEMENT
For
FISCAL YEAR 2025-2026**

County of San Diego

Agreement Number: CTCP-21-37

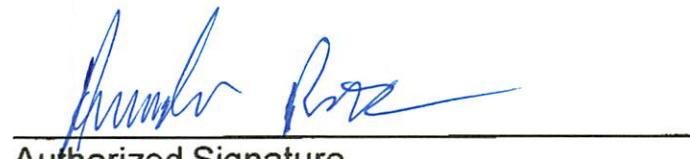
Agreement Amount: \$886,627.00

Proposition 56: \$736,627.00

Proposition 99: \$150,000.00

FUNDING PERIOD: JULY 1, 2025 THROUGH JUNE 30, 2026

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Prevention Program.


Authorized Signature


Date

Andrew Potter, Clerk of the Board

Printed Name and Title

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY *Angana Pottathil*

SENIOR DEPUTY COUNTY COUNSEL

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>1/11/22</u> Minute Order No. <u>3</u>	
By: <u>JB Val</u>	Date: <u>1/6/26</u>
Deputy Clerk of the Board Supervisors	

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 21/22 (January – June 2022)

LLA	Agreement	FY 21/22 Prop 99 Jan-Jun '22 @ BA Jul 2021	FY 21/22 Prop 56 Jan-Jun '22 @ BA Jul 2021	FY 21/22 TOTAL P99+P56 Jan-Jun '22 @ BA Jul 2021
Alameda	CTCP-21-01	\$75,000	\$482,213	\$557,213
Berkeley	CTCP-21-01A	\$75,000	\$75,000	\$150,000
Alpine	CTCP-21-02	\$75,000	\$75,000	\$150,000
Amador	CTCP-21-03	\$75,000	\$75,000	\$150,000
Butte	CTCP-21-04	\$75,000	\$89,639	\$164,639
Calaveras	CTCP-21-05	\$75,000	\$75,000	\$150,000
Colusa	CTCP-21-06	\$75,000	\$75,000	\$150,000
Contra Costa	CTCP-21-07	\$75,000	\$211,855	\$286,855
Del Norte	CTCP-21-08	\$75,000	\$75,000	\$150,000
El Dorado	CTCP-21-09	\$75,000	\$75,000	\$150,000
Fresno	CTCP-21-10	\$75,000	\$315,515	\$390,515
Glenn	CTCP-21-11	\$75,000	\$75,000	\$150,000
Humboldt	CTCP-21-12	\$75,000	\$75,000	\$150,000
Imperial	CTCP-21-13	\$75,000	\$75,000	\$150,000
Inyo	CTCP-21-14	\$75,000	\$75,000	\$150,000
Kern	CTCP-21-15	\$75,000	\$200,708	\$275,708
Kings (CHC)	CTCP-21-16	\$75,000	\$75,000	\$150,000
Lake	CTCP-21-17	\$75,000	\$75,000	\$150,000
Lassen	CTCP-21-18	\$75,000	\$75,000	\$150,000
Los Angeles	CTCP-21-19	\$75,000	\$4,818,243	\$4,893,243
Pasadena	CTCP-21-19B	\$75,000	\$78,655	\$153,655
Long Beach	CTCP-21-19A	\$75,000	\$249,788	\$324,788
Madera	CTCP-21-20	\$75,000	\$75,000	\$150,000
Marin	CTCP-21-21	\$75,000	\$117,641	\$192,641
Mariposa	CTCP-21-22	\$75,000	\$75,000	\$150,000
Mendocino	CTCP-21-23	\$75,000	\$75,000	\$150,000
Merced	CTCP-21-24	\$75,000	\$85,109	\$160,109
Modoc	CTCP-21-25	\$75,000	\$75,000	\$150,000
Mono	CTCP-21-26	\$75,000	\$75,000	\$150,000
Monterey	CTCP-21-27	\$75,000	\$151,995	\$226,995
Napa	CTCP-21-28	\$75,000	\$75,000	\$150,000
Nevada	CTCP-21-29	\$75,000	\$75,000	\$150,000
Orange	CTCP-21-30	\$75,000	\$603,679	\$678,679
Placer	CTCP-21-31	\$75,000	\$75,000	\$150,000
Plumas	CTCP-21-32	\$75,000	\$75,000	\$150,000
Riverside	CTCP-21-33	\$75,000	\$373,943	\$448,943
Sacramento	CTCP-21-34	\$75,000	\$386,795	\$461,795
San Benito	CTCP-21-35	\$75,000	\$75,000	\$150,000
San Bernardino (CHC)	CTCP-21-36	\$75,000	\$514,303	\$589,303
San Diego	CTCP-21-37	\$75,000	\$704,580	\$779,580
San Francisco	CTCP-21-38	\$75,000	\$633,239	\$708,239
San Joaquin	CTCP-21-39	\$75,000	\$204,583	\$279,583
San Luis Obispo	CTCP-21-40	\$75,000	\$95,119	\$170,119
San Mateo	CTCP-21-41	\$75,000	\$171,321	\$246,321
Santa Barbara	CTCP-21-42	\$75,000	\$93,027	\$168,027
Santa Clara	CTCP-21-43	\$75,000	\$616,227	\$691,227
Santa Cruz	CTCP-21-44	\$75,000	\$90,572	\$165,572
Shasta	CTCP-21-45	\$75,000	\$75,000	\$150,000
Sierra	CTCP-21-46	\$75,000	\$75,000	\$150,000
Siskiyou	CTCP-21-47	\$75,000	\$75,000	\$150,000
Solano	CTCP-21-48	\$75,000	\$162,891	\$237,891
Sonoma	CTCP-21-49	\$75,000	\$188,569	\$263,569
Stanislaus	CTCP-21-50	\$75,000	\$150,303	\$225,303
Sutter	CTCP-21-51	\$75,000	\$75,000	\$150,000
Tehama	CTCP-21-52	\$75,000	\$75,000	\$150,000
Trinity	CTCP-21-53	\$75,000	\$75,020	\$150,000
Tulare	CTCP-21-54	\$75,000	\$161,758	\$236,758
Tuolumne	CTCP-21-55	\$75,000	\$75,000	\$150,000
Ventura	CTCP-21-56	\$75,000	\$161,778	\$236,778
Yolo	CTCP-21-57	\$75,000	\$75,000	\$150,000
Yuba	CTCP-21-58	\$75,000	\$75,000	\$150,000
		\$4,575,000	\$14,608,976	\$19,183,976

LLA P99 P56 Allocations 21.5-27 @ FY2526 BA Jul2025, 8/13/2025

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**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 22/23

LLA	Agreement	FY 22/23 Total Prop 99 @BA Jul 2022	FY 22/23 Total Prop 56 @BA Jul 2022	FY 22/23 TOTAL Prop 99+56 @BA Jul 2022
Alameda	CTCP-21-01	\$150,000	\$762,134	\$912,134
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$152,390	\$302,390
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Coffee	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$346,788	\$496,788
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$316,485	\$666,485
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$328,547	\$478,547
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$1,343,320	\$7,866,013	\$9,209,333
Pasadena	CTCP-21-19A	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$403,660	\$553,660
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$199,995	\$349,995
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$249,609	\$399,609
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,060	\$150,000	\$300,060
Orange	CTCP-21-30	\$192,754	\$988,198	\$1,188,952
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,060	\$612,128	\$762,128
Sacramento	CTCP-21-34	\$150,060	\$633,168	\$783,168
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$829,291	\$979,291
San Diego	CTCP-21-37	\$224,974	\$1,153,334	\$1,378,308
San Francisco	CTCP-21-38	\$202,192	\$1,036,986	\$1,238,778
San Joaquin	CTCP-21-39	\$150,000	\$334,893	\$484,893
San Luis Obispo	CTCP-21-40	\$150,000	\$155,705	\$305,705
San Mateo	CTCP-21-41	\$150,000	\$280,446	\$430,446
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$198,760	\$1,008,738	\$1,205,498
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$276,923	\$426,923
Sonoma	CTCP-21-49	\$150,000	\$320,475	\$470,475
Stanislaus	CTCP-21-50	\$150,000	\$246,040	\$396,040
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$254,791	\$414,791
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$297,563	\$447,563
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$10,560,000	\$24,818,360	\$35,378,360

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 23/24

LLA	Agreement	FY 23/24 Prop 99	FY 23/24 Prop 56 (Estimate)	FY 23/24 Prop 56 Adjustment	FY 23/24 Prop 56 Total	FY 23/24 TOTAL Prop 99+56
		@ BA Jul 2023		@ BA Jul 2023	@ BA Jul 2023	
Alameda	CTCP-21-01	\$150,000	\$584,302	\$248,112	\$832,414	\$882,414
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$11,694	\$161,694	\$311,694
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$279,188	\$94,333	\$373,519	\$523,519
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$0	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$415,790	\$140,491	\$556,281	\$706,281
Glenn	CTCP-21-11	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$264,492	\$89,368	\$353,881	\$503,881
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$8,303,191	\$2,180,463	\$8,483,654	\$8,633,654
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$329,148	\$111,215	\$440,363	\$590,363
Madera	CTCP-21-20	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$170,012	\$42,194	\$212,206	\$362,206
Marysville	CTCP-21-22	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$200,301	\$67,679	\$267,980	\$417,980
Napa	CTCP-21-28	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$795,538	\$268,803	\$1,064,339	\$1,214,339
Placer	CTCP-21-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$492,788	\$166,507	\$659,293	\$809,293
Sacramento	CTCP-21-34	\$150,000	\$509,724	\$172,230	\$681,954	\$831,954
San Benito	CTCP-21-35	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$888,912	\$198,849	\$885,561	\$1,035,561
San Diego	CTCP-21-37	\$150,000	\$928,518	\$313,735	\$1,242,253	\$1,392,253
San Francisco	CTCP-21-38	\$150,000	\$834,491	\$281,965	\$1,116,456	\$1,266,456
San Joaquin	CTCP-21-39	\$150,000	\$269,602	\$91,095	\$360,697	\$510,697
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$17,702	\$187,702	\$317,702
San Mateo	CTCP-21-41	\$150,000	\$225,770	\$76,285	\$302,055	\$452,055
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$14,015	\$164,015	\$314,015
Santa Clara	CTCP-21-43	\$150,000	\$812,072	\$274,390	\$1,086,462	\$1,236,462
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$9,686	\$159,686	\$309,686
Shasta	CTCP-21-45	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$235,406	\$58,425	\$293,831	\$443,831
Sonoma	CTCP-21-49	\$150,000	\$272,429	\$67,813	\$340,042	\$490,042
Stanislaus	CTCP-21-50	\$150,000	\$198,071	\$66,926	\$264,997	\$414,997
Sutter	CTCP-21-51	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$213,167	\$72,027	\$285,194	\$435,194
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$239,550	\$80,941	\$320,491	\$470,491
Yolo	CTCP-21-57	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$0	\$150,000	\$300,000
		\$9,150,000	\$21,110,458	\$5,216,544	\$26,327,000	\$35,477,000

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 24/25

LLA	Agreement	FY 24/25 Prop 99 @BA Jul 2024	FY 24/25 Prop 56 @BA Jul 2024	FY 24/25 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$432,535	\$582,535
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$221,483	\$371,483
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$329,854	\$479,854
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$209,827	\$359,827
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$4,988,439	\$5,119,439
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$261,119	\$411,119
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$150,000	\$300,000
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$158,902	\$308,902
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$631,113	\$781,113
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$390,936	\$540,936
Sacramento	CTCP-21-34	\$150,000	\$404,373	\$554,373
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$565,401	\$715,401
San Diego	CTCP-21-37	\$150,000	\$738,610	\$888,610
San Francisco	CTCP-21-38	\$150,000	\$662,017	\$812,017
San Joaquin	CTCP-21-39	\$150,000	\$213,880	\$363,880
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$179,107	\$329,107
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$644,231	\$794,231
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$200,081	\$350,081
Sonoma	CTCP-21-49	\$150,000	\$231,548	\$381,548
Stanislaus	CTCP-21-50	\$150,000	\$157,134	\$307,134
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$169,109	\$319,109
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$180,039	\$330,039
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$9,150,000	\$17,958,738	\$27,108,738

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 25/26

LLA	Agreement	FY 25/26	FY 25/26	FY 25/26	FY 25/26	FY 25/26
		Prop 99	Prop 56	Prop 66 Adjustment	Prop 56	TOTAL Prop 99+56
		@ BA Jul 2025	(Estimate)	@ BA Jul 2025	@ BA Jul 2025	@ BA Jul 2025
Alameda	CTCP-21-01	\$150,000	\$527,945	(\$95,397)	\$432,548	\$582,548
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$257,788	(\$38,270)	\$221,488	\$371,488
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$0	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$383,879	(\$54,018)	\$329,861	\$479,861
Glenn	CTCP-21-11	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$244,183	(\$34,382)	\$209,831	\$359,831
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,600	\$0	\$150,600	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$5,807,918	(\$838,388)	\$4,969,530	\$5,119,350
Pasadena	CTCP-21-19A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$303,888	(\$42,761)	\$261,125	\$411,125
Madera	CTCP-21-20	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$150,523	(\$10,523)	\$150,000	\$300,000
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$184,928	(\$26,022)	\$158,908	\$308,908
Napa	CTCP-21-28	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$734,480	(\$103,352)	\$631,128	\$781,128
Placer	CTCP-21-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$454,985	(\$64,020)	\$390,945	\$540,945
Sacramento	CTCP-21-34	\$150,000	\$470,603	(\$68,220)	\$404,383	\$554,383
San Benito	CTCP-21-35	\$150,000	\$160,000	\$0	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$542,791	(\$76,379)	\$466,412	\$816,412
San Diego	CTCP-21-37	\$150,000	\$857,255	(\$120,828)	\$736,627	\$886,627
San Francisco	CTCP-21-38	\$150,000	\$770,445	(\$108,413)	\$662,032	\$812,032
San Joaquin	CTCP-21-39	\$150,000	\$248,910	(\$35,025)	\$213,885	\$363,885
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$208,442	(\$29,331)	\$179,111	\$329,111
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$749,748	(\$105,500)	\$644,248	\$794,248
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$222,288	(\$22,187)	\$200,081	\$350,081
Sonoma	CTCP-21-49	\$150,000	\$257,225	(\$25,877)	\$231,548	\$381,548
Stanislaus	CTCP-21-50	\$150,000	\$162,669	(\$25,732)	\$137,137	\$307,137
Sutter	CTCP-21-51	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$198,607	(\$27,694)	\$169,113	\$319,113
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$221,164	(\$31,121)	\$190,043	\$340,043
Yolo	CTCP-21-57	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$0	\$150,000	\$300,000
		\$9,150,000	\$19,839,000	(\$1,979,000)	\$17,860,000	\$27,010,000

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

FY 26/27

LLA	Agreement	FY 26/27 Prop 99 (Estimate)	FY 26/27 Prop 56 (Estimate)	FY 26/27 Prop 56 Adjustment @ BA Jul 2025 (Estimate)	FY 26/27 Prop 56 @ BA Jul 2025 (Estimate)	FY 26/27 TOTAL Prop 99+56 (Estimate)
Alameda	CTCP-21-01	\$150,000	\$527,945	(\$272,461)	\$265,484	\$405,484
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$257,758	(\$107,758)	\$150,000	\$300,000
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$0	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$383,879	(\$154,279)	\$229,600	\$379,600
Glenn	CTCP-21-11	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$244,193	(\$94,193)	\$150,000	\$300,000
Kings (CHC)	CTCP-21-16	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Leaven	CTCP-21-18	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$5,807,918	(\$2,394,454)	\$3,413,464	\$3,563,464
Pasadena	CTCP-21-19A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$303,888	(\$122,130)	\$181,756	\$331,756
Madera	CTCP-21-20	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$160,523	(\$10,523)	\$150,000	\$300,000
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced	CTCP-21-24	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$184,928	(\$34,928)	\$150,000	\$300,000
Napa	CTCP-21-28	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$734,480	(\$296,184)	\$439,296	\$589,296
Placer	CTCP-21-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$160,000	\$0	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$454,965	(\$182,848)	\$272,117	\$422,117
Sacramento	CTCP-21-34	\$150,000	\$470,603	(\$189,133)	\$281,470	\$431,470
San Benito	CTCP-21-35	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Bernardino (CHC)	CTCP-21-36	\$150,000	\$542,791	(\$218,145)	\$324,646	\$474,646
San Diego	CTCP-21-37	\$150,000	\$857,255	(\$344,526)	\$512,729	\$662,729
San Francisco	CTCP-21-38	\$150,000	\$770,445	(\$309,838)	\$460,897	\$610,897
San Joaquin	CTCP-21-39	\$150,000	\$248,910	(\$98,910)	\$150,000	\$300,000
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$208,442	(\$58,442)	\$150,000	\$300,000
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$749,746	(\$301,319)	\$448,427	\$598,427
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Siaklyou	CTCP-21-47	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$222,268	(\$61,322)	\$160,946	\$310,946
Sonoma	CTCP-21-49	\$150,000	\$257,225	(\$70,887)	\$186,258	\$336,258
Stanislaus	CTCP-21-50	\$150,000	\$182,889	(\$32,889)	\$150,000	\$300,000
Sutter	CTCP-21-51	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$198,807	(\$46,807)	\$150,000	\$300,000
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$221,164	(\$71,164)	\$150,000	\$300,000
Yolo	CTCP-21-57	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$0	\$150,000	\$300,000
		\$9,150,000	\$19,839,000	(\$5,472,000)	\$14,367,000	\$23,517,000

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2026/27**

TOTAL

LLA	Agreement	FY 2021/22 (1/22-6/22) - FY 26/27 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-21-01	\$4,022,328
Berkeley	CTCP-21-01A	\$1,650,000
Alpine	CTCP-21-02	\$1,650,000
Amador	CTCP-21-03	\$1,650,000
Butte	CTCP-21-04	\$1,678,723
Calaveras	CTCP-21-05	\$1,650,000
Columbia	CTCP-21-06	\$1,650,000
Contra Costa	CTCP-21-07	\$2,350,143
Del Norte	CTCP-21-08	\$1,650,000
El Dorado	CTCP-21-09	\$1,650,000
Fresno	CTCP-21-10	\$3,102,598
Glenn	CTCP-21-11	\$1,650,000
Humboldt	CTCP-21-12	\$1,650,000
Imperial	CTCP-21-13	\$1,650,000
Inyo	CTCP-21-14	\$1,650,000
Kern	CTCP-21-15	\$2,277,772
Kings (CHC)	CTCP-21-16	\$1,650,000
Lake	CTCP-21-17	\$1,650,000
Lassen	CTCP-21-18	\$1,650,000
Los Angeles	CTCP-21-19	\$38,638,683
Pasadena	CTCP-21-19B	\$1,653,655
Long Beach	CTCP-21-19A	\$2,627,991
Madera	CTCP-21-20	\$1,650,000
Marin	CTCP-21-21	\$1,804,842
Mariposa	CTCP-21-22	\$1,650,000
Mendocino	CTCP-21-23	\$1,650,000
Merced	CTCP-21-24	\$1,660,109
Modoc	CTCP-21-25	\$1,650,000
Mono	CTCP-21-26	\$1,650,000
Monterey	CTCP-21-27	\$1,981,592
Napa	CTCP-21-28	\$1,650,000
Nevada	CTCP-21-29	\$1,650,000
Orange	CTCP-21-30	\$5,225,507
Placer	CTCP-21-31	\$1,650,000
Plumas	CTCP-21-32	\$1,650,000
Riverside	CTCP-21-33	\$3,524,362
Sacramento	CTCP-21-34	\$3,517,143
San Benito	CTCP-21-35	\$1,650,000
San Bernardino (CHC)	CTCP-21-36	\$4,476,814
San Diego	CTCP-21-37	\$5,968,167
San Francisco	CTCP-21-38	\$5,448,329
San Joaquin	CTCP-21-39	\$2,302,938
San Luis Obispo	CTCP-21-40	\$1,693,526
San Mateo	CTCP-21-41	\$2,087,040
Santa Barbara	CTCP-21-42	\$1,652,042
Santa Clara	CTCP-21-43	\$5,320,051
Santa Cruz	CTCP-21-44	\$1,673,258
Shasta	CTCP-21-45	\$1,650,000
Sierra	CTCP-21-46	\$1,650,000
Siskiyou	CTCP-21-47	\$1,650,000
Solano	CTCP-21-48	\$2,119,753
Sonoma	CTCP-21-49	\$2,323,380
Stanislaus	CTCP-21-50	\$1,950,611
Sutter	CTCP-21-51	\$1,650,000
Tehama	CTCP-21-52	\$1,650,000
Trinity	CTCP-21-53	\$1,650,000
Tulare	CTCP-21-54	\$2,024,985
Tuolumne	CTCP-21-55	\$1,650,000
Ventura	CTCP-21-56	\$2,154,914
Yolo	CTCP-21-57	\$1,650,000
Yuba	CTCP-21-58	\$1,650,000
		\$187,875,074

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing, Payment and Cost Reports

- A. California Department of Public Health (CDPH) shall make quarterly prospective payments to the Local Lead Agency (LLA) from January 1, 2022 through June 30, 2025 to provide services and deliverables as indicated in the approved Comprehensive Tobacco Control Plan (Plan). CDPH will provide the quarterly prospective payment invoice form to the LLA. The LLA is to sign the prospective payment invoice(s) and submit to the address indicated in paragraph 1.D.
- B. Quarterly prospective payments shall be contingent upon CDPH's receipt and approval of progress and/or cost reports. If CDPH determines that all or a portion of the allocated funds have been expended inappropriately during the period covered by the progress and/or cost report, in accordance with the services identified in the LLA's approved Plan, CDPH may offset the value of the inappropriate expenditures against current and/or future quarterly prospective payments. The LLA agrees that such deductions to sums due to the LLA are offsets and no further amount shall be due to the LLA.
- C. The LLA shall be reimbursed up to the amount budgeted in each line item and as justified by cost reports. CDPH, at its option, may return disputed costs reports to the LLA for correction and resubmission or CDPH may disallow expenses claimed which are not in accordance with the approved Plan and budget or which cannot be verified as project expenses by the LLA.

CDPH contact for Invoicing and Payment Provisions is:

Prospective Payment invoices shall be submitted electronically via the OTIS Communication Log. Attach the signed (PDF) file(s) to the corresponding "Prospective Payment Invoice" message sent by your Procurement Manager.

- D. The LLA shall submit semi-annual cost reports. The cost reports shall specify actual expenditures for tobacco education services provided by the LLA. The LLA shall submit cost reports in a form and format prescribed by CDPH in accordance with the following schedule:

	FROM	THROUGH	DUE DATE
Cost Reports			
a. First Report	01/01/22	06/30/22	08/31/22
b. Second Report	07/01/22	12/31/22	02/28/23
c. Third Report	01/01/23	06/30/23	08/31/23
d. Fourth Report	07/01/23	12/31/23	02/29/24
e. Fifth Report	01/01/24	06/30/24	09/02/24
f. Sixth Report	07/01/24	12/31/24	02/28/25
g. Seventh Report	01/01/25	06/30/25	09/01/25

Exhibit B
Budget Detail and Payment Provisions

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to LLA or to furnish any other considerations under this Agreement and LLA shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer a revision to LLA to reflect the reduced amount.
- C. If statutory authority for programs funded under Health and Safety Code Section 104350 and 104375 expires, Prop 56, the California Healthcare, Research and Prevention Tobacco Tax ACT of 2016 expires, or this Agreement is terminated, the unexpended Agreement funds and accumulated interest pursuant to provision 8 of this exhibit shall be identified in a manner prescribed by CDPH and returned to CDPH within sixty (60) days of the expiration date to the address specified in Exhibit A, Paragraph 2.A. The words "Unexpended Tobacco Control Program Funds from Proposition 99" and "Unexpended Tobacco Control Program Funds from Proposition 56" and the Agreement number shall be written on the face of the checks or warrants that the LLA has issued to return unexpended funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The maximum amount to be allocated under this Agreement is reflected in the California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds FY 2021/22 - FY 2024/25.
- B. Funds allocated from each fiscal year may be expended or encumbered without regard to fiscal year pursuant to each year's budget authority.
- C. Any requirement of performance by the CDPH and the LLA for the period subsequent to January 1, 2022 will be dependent upon the availability of future appropriations.

Exhibit B
Budget Detail and Payment Provisions

5. Recovery of Overpayments

- A. LLA agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) LLA's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the LLA.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the LLA will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the LLA, beginning 30 days after LLA's receipt of the State's demand for repayment.
- D. If the LLA has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the LLA loses the final administrative appeal, LLA shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the LLA's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

6. Advance Payment

Per Health and Safety Code 104380 (a) and 104375 funds appropriated to the LLA shall be allocated prospectively.

7. Trust Account and Expenditure Provisions

- A. The LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.
- B. Any interest earned on the allocation funds from the Tobacco Control Program funds shall be retained in the LLA's Tobacco Control Program trust accounts and shall be spent only to accomplish the goals and objectives outlined and identified in the approved Plan. The LLA shall not divert these funds to cover costs or expenses not specifically included in the Plan.

8. Interest Earned

- A. In accordance with the LLA Administrative and Policy Manual, interest accruing from prospective payments and/or any unexpended funds that were approved by CDPH for utilization shall be utilized by the LLA for activities approved by the CDPH and shall be used only to meet the goals and objectives identified in the LLA's approved Plan, to defray costs incurred by the program, to measurably expand the program, or to improve the quality of services above the

Exhibit B
Budget Detail and Payment Provisions

- level of services already funded under this agreement.
- B. The LLA shall maintain adequate documentation of the receipt and use of such interest and shall provide this documentation to the CDPH in the biannual Cost Reports. The LLA agrees to return to the CDPH any unexpended interest remaining in the Proposition 99 and Proposition 56 accounts, if funding authority for this program expires, or the Agreement is terminated, to the address specified in Exhibit A, Paragraph 2.A. within sixty (60) days from the expiration date.
 - C. LLA's shall spend Prop 56 interest earned monies first, before Prop 99 interest earned monies in accordance with paragraph 8.A.
 - D. The words "Unexpended Tobacco Control Program Interest, from Proposition 99" and the Agreement number, and "Unexpended Tobacco Control Program Interest from Proposition 56" and the Agreement number shall be written on the face of the checks or warrants that the LLA has issued to return unexpended interest

9. Restriction of Funds

The LLA shall use funds pursuant to the agreement only and shall not, in whole or in part, freeze, restrict, or prevent the use of funds for the use pursuant to this agreement; LLA shall not divert or use funds for other purposes.

10. Payment for Performance of Deliverables

The LLA understands and agrees that all deliverables as specified in this agreement must be fully and satisfactorily performed in order to receive the maximum amount payable identified in Paragraph 4.A. above. The LLA agrees that if CDPH determines that any deliverable is not performed, only partially performed, or not completed satisfactorily, CDPH may reduce the maximum amount payable under this agreement as follows:

A. Where a deliverable is not performed:

CDPH shall calculate the pro rate share of the nonperformed deliverable by utilizing the percentage values specified in the Scope of Work for each deliverable and reduce to the maximum amount payable by deducting the percentage value of the deliverable from any sum due to the LLA to the degree that the sum due the LLA meets or exceeds the reduction. If the reduction exceeds the sum due to the LLA, the LLA shall pay such amount back to CDPH upon its demand. The LLA agrees that such deductions to sums due to the LLA are offsets and no further amount shall be due to the LLA.

B. Where a deliverable is only partially performed:

CDPH shall ascertain what percentage of the deliverable was performed. CDPH shall calculate the pro rata share of the partially performed portion by utilizing the percentage values specified in the Scope of Work for each deliverable and reducing the maximum amount payable by deducting the percentage value of the nonperformed portion of the deliverable from any sum due to the LLA. If the reduction exceeds the sum due to the LLA, the LLA shall pay such amount back to CDPH upon demand. The LLA agrees that such deductions to sums due to the LLA are offsets and no further amount shall be due to the LLA.

Exhibit B
Budget Detail and Payment Provisions

C. Where a deliverable is not performed at a level of quality/satisfaction:

CDPH shall determine whether standard deliverable requirements were satisfactorily met in accordance with the activities, timelines and tracking measures as detailed in the Scope of

Work, the terms, conditions and exhibits of this agreement, and "Tell Your Story: Guidelines for Preparing a Complete, High Quality Final Evaluation Report." If requirements are not met, CDPH shall ascertain what percentage of the deliverable was not performed satisfactorily, calculate the pro rata share of that portion by utilizing the percentage values specified in the Scope of Work for each deliverable and reduce the maximum-amount payable by deducting the percentage value of that portion from any sum due to the LLA to the degree that the sum due to the LLA meets or exceeds the reduction. If the reduction exceeds the sum due to the LLA, the LLA shall pay such amount back to CDPH upon demand. The LLA agrees that such deductions to sums due to the LLA are offsets and no further amount shall be due to the LLA.



County of San Diego

Revenue Fact Sheet

O.F.P. Use Only

Date Rec'd

ACCOUNT NUMBER ASSIGNED: _____

1. Department ORG: # A5940 Department Name: HHSA-PHS-MCFHS

Contact Person: Pauline Pesayco Phone: 619-889-3524

Low Org: # 45098 (optional)

2. Requested Revenue Account Title: ST. AID - PROP 56 TOBA

3. Anticipated Annual Revenue: \$ 736,627

4. Revenue will be Budgeted Beginning with: F.Y. 25-26

5. A. Source of Revenue: Federal Federal ARRA* Stimulus State
 Public Agency Individual Other

* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain: Revenue from the California Department of Public Health, California Tobacco Control Program (CTCP) for the period of July 1, 2025 to June 30, 2026 of the FY 22-27 funding cycle.

B. Authority: BL January 11, 2022 (3), the Clerk of the Board is authorized to sign the Tobacco Tax Health Education Re

C. Form of Revenue: Grant Subvention Fee If Fee or License, indicate amount: \$ _____
 License Contract Other

Please Explain: LLA Allocation agreement for Proposition 99 and Proposition 56 Funds with the California Department of Public Health, California Tobacco Control Program.

D. Service Provided: Completion of the Comprehensive Tobacco Control Plan FY 22-27.

E. Means of Projecting for Budget (formula used): Amount on the LLA Allocation Table for FY 25-26 Funding

F. How is the Revenue Received: Reimbursements Advances Other

Please Explain: Quarterly Prospective Invoices are deposited into interest-bearing Trust Fund 61166 - Tobacco Control Program Prop 56.

G. When is the Revenue Received: Annually Quarterly
 Monthly Daily Other

Please Explain: HHSA Fiscal reimburses the General Fund semi-annually by drawing down fund from TF 61166 once the semi-annual cost report has been approved

6. Cost Recovery: Full Recovery A-87 Other

Please Explain: A waiver of Board Policy B-29 is requested because the funding does not offset all cost. The unrecovered cost is \$124,365.03 in FY 25-26 for indirect costs. The funding source of these unrecovered cost will be with ~~existing Department funds~~

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: **Pauline Pesayco**

Digitally signed by Pauline

Pesayco

Date: 2025.09.24 14:03:42 -07'00'

Date: Sep 24, 2025



County of San Diego

Revenue Fact Sheet

O.F.P. Use Only
Date Rec'd _____

ACCOUNT NUMBER ASSIGNED: _____

1. Department ORG: # A5940 Department Name: HHSA-PHS-MCFHS

Contact Person: Pauline Pesayco Phone: 619-889-3524

Low Org: # 45098 (optional)

2. Requested Revenue Account Title: ST. AID - CHIP AB 75 HEALTH EDUCATION

3. Anticipated Annual Revenue: \$ 150,000

4. Revenue will be Budgeted Beginning with: F.Y. 25-26

5. A. Source of Revenue: Federal Federal ARRA* Stimulus State
 Public Agency Individual Other

* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain: Revenue from the California Department of Public Health, California Tobacco Control Program (CTCP) for the period of July 1, 2025 to June 30, 2026 of the FY 22-27 funding cycle.

B. Authority: BL January 11, 2022 (3), the Clerk of the Board is authorized to sign the Tobacco Tax Health Education Re

C. Form of Revenue: Grant Subvention Fee If Fee or License, indicate amount: \$ _____
 License Contract Other

Please Explain: LLA Allocation agreement for Proposition 99 and Proposition 56 Funds with the California Department of Public Health, California Tobacco Control Program.

D. Service Provided: Completion of the Comprehensive Tobacco Control Plan FY 22-27.

E. Means of Projecting for Budget (formula used): Amount on the LLA Allocation Table for FY 25-26 Funding

F. How is the Revenue Received: Reimbursements Advances Other

Please Explain: Quarterly Prospective Invoices are deposited into interest-bearing Trust Fund 61165 - Tobacco Control Program Prop 99.

G. When is the Revenue Received: Annually Quarterly
 Monthly Daily Other

Please Explain: HHSA Fiscal reimburses the General Fund semi-annually by drawing down fund from TF 61166 once the semi-annual cost report has been approved

6. Cost Recovery: Full Recovery A-87 Other

Please Explain: Request for B-29 waiver is noted under FY 25-26 Revenue Fact Sheet - Prop 56.

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: **Pauline Pesayco**

Digitally signed by Pauline
Pesayco
Date: 2025.09.24 14:04:40 -07'00'

Date: Sep 24, 2025

B-29 Costs

Staffing	
Salaries	366,458.04
Benefit FY 25/26 @ 68.76%, Temp 12%	236,377.77
TOTAL S&B	602,835.81

Services and Supplies	
Operating Expense	26,420.00
Equipment Expense	-
Travel and Training	1,459.80
Subcontracts and Consultants	225,000.00
Other Costs	950.45
TOTAL S&S	253,830.25

TOTAL DIRECT COSTS	856,666.06
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INDIRECT COSTS	
Internal Indirects	135,035.22
External Indirects	19,290.75
TOTAL INDIRECTS	154,325.97

TOTAL COSTS (B20+B26)	1,010,992.03
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REVENUE	
Direct Revenue Allowed	856,666.06
Indirect Revenue Allowed	29,960.94
TOTAL REVENUE	886,627.00

Unrecovered Direct Cost	-
Unrecovered Indirect Cost	124,365.03
Total B-29 Costs	124,365.03

Direct Personnel	FTE
Program Coordinator	0.05
Health Planning and Program Specialist	0.05
Community Health Program Specialist	1.00
Intern/Graduate Student Worker	0.25
Community Health Promotion Specialist II	1.00
Health Information Specialist II	0.25
Temporary Expert Professional	0.50
Administrative Analyst III	0.20
Administrative Analyst I	0.50
Administrative Analyst II	0.50
Senior Epidemiologist	0.05
Epidemiologist II	0.20
Epidemiologist II	0.20
TOTAL	4.75

PROGRAM INDIRECT RATES*	
Internal Rate	22.40%
External Rate	3.20%

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates



PUBLIC WORKS

MARISA K. BARRIE, PE
DIRECTOR

5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237
(858) 694-2212

KATHRYN A. STEWART, PE
ASSISTANT DIRECTOR

DATE: December 15, 2025

TO: Andrew Potter Clerk of the Board (MS A-45)

FROM: Keith Kezer DPW Engineering Services (MS O-384)

SUBJECT: REQUEST FOR SIGNATURE OF AMENDMENT TO AN EXISTING AGREEMENT WITH
THE CITY OF VISTA PURSUANT TO DECEMBER 14, 2022, BOARD ACTION

Mr. Potter;

On December 14, 2022 (6), Board of Supervisors approved a request to establish appropriations, advertise and award construction contracts for countywide asphalt concrete overlay and slurry seal treatments for fiscal year 2022-23, approve reimbursement agreements between the County of San Diego and the City of Vista and related CEQA exemption (Minute Order attached).

Item 4 in the approved Board action authorizes the Clerk of the Board to execute, upon receipt, a revenue agreement with the City of Vista. That revenue agreement was subsequently executed on January 4, 2023. The work outlined in this agreement is complete and a balance in the amount of \$4,728.29 is due to the Department of Public Works (DPW) from the City of Vista. In accordance with guidance provided by County Counsel in the attached email, the First Amendment to the Agreement with the City of Vista (Amendment) has been prepared to reconcile the balance due (attached).

This is a request for The Clerk of the Board to review the attached Amendment and supporting documents and sign four copies of the Amendment (attached).

Please contact Keith Kezer at keith.kezer@sdcounty.ca.gov for any questions on this memo.

Cc: Samir Nuhaily, DPW Deputy Director and Tom Bosworth, County Counsel (via email)

Enclosures [4]:

- Fully executed Agreement with City of Vista
- December 14, 2022 (6) Minute Order
- October 3, 2025 email from County Counsel recommending amendment approach
- October 15, 2025 email from Andrew Potter concurring with amendment approach
- First Amendment to the Agreement with the City of Vista (4 copies for signature)

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS - LAND USE
WEDNESDAY, DECEMBER 14, 2022**

MINUTE ORDER NO. 6

**SUBJECT: ESTABLISH APPROPRIATIONS, ADVERTISE AND AWARD
CONSTRUCTION CONTRACTS FOR COUNTYWIDE ASPHALT CONCRETE
OVERLAY AND SLURRY SEAL TREATMENTS FOR FISCAL YEAR 2022-23
AND APPROVE REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY
OF SAN DIEGO AND THE CITY OF VISTA FOR ROAD RESURFACING AND
RELATED CEQA EXEMPTION (DISTRICTS: ALL)**

OVERVIEW

The County of San Diego (County) Department of Public Works (DPW) maintains nearly 2,000 centerline miles of roads in unincorporated San Diego county. Centerline miles represent the total length of the roads regardless of the number of lanes or overall roadway width. The County's average Pavement Condition Index (PCI), an industry standard rating system used to rate the condition of roads, dropped from 70 in 2012 to 60 in 2016. The change in the PCI occurred because of reduced road maintenance work caused by rising construction costs and diminishing revenue from the gas tax funding system due to the growth of increasingly fuel-efficient vehicles. The decrease in fuel sales from more fuel-efficient vehicles has led to a decrease in the gas tax that funds road maintenance. To address the decrease in gas tax, the State of California made additional funds available to local agencies beginning in 2017 and as a result, the condition of County-maintained roads has improved significantly due to the past five years of resurfacing projects. The current PCI is 67, and the County's goal is to reach a PCI of 70 by 2025.

On April 28, 2017, Senate Bill 1 (SB-1) was approved to address the statewide funding gap for road maintenance, and on May 2, 2017 (11), the Board of Supervisors (Board) approved the use of SB-1 funding to improve the condition of road surfaces throughout the County-maintained road network. In Fiscal Year (FY) 2021-22, DPW received \$47.9 million of SB-1 revenue and is projecting to receive \$51 million in FY 2022-23.

To be eligible to receive SB-1 revenue, the Board must adopt a resolution each year approving a list of proposed projects, or road resurfacing locations, and submit the resolution and proposed list to the California Transportation Commission (CTC). On May 25, 2022 (01), the Board adopted the annual resolution and proposed a list of roads to be resurfaced during FY 2022-23 using SB-1 revenue. On June 7, 2022, the resolution and proposed list of roads were submitted and approved by the CTC. Following the submission of the proposed list, DPW performed a thorough engineering design review of the roads and evaluated projected SB-1 funding levels. This allowed DPW to confirm the initial designs, coordinate planned activities with stakeholders, and adjust the amount of road resurfacing work in FY 2022-23 based on anticipated SB-1 funding levels. The reviews and budget evaluation resulted in changes to the proposed list of roads and coordination with neighboring cities are referenced in Attachment A.

Coordinating resurfacing activities with neighboring cities for roads that cross County/city boundaries, which are largely invisible to the public, can allow the complete resurfacing of those roads. Roads that are ideal for resurfacing coordination generally include small segments of city roads that are attached to longer segments of County roads. DPW has identified one County-maintained road that crosses into the City of Vista where resurfacing coordination will be mutually beneficial and better serve residents by increasing efficiency and reducing impacts to the public. An agreement has been developed between the County and the City of Vista, which will allow DPW to be reimbursed for the actual costs associated with resurfacing the city portion of Catalina Avenue in DPW's FY 2022-23 Road Resurfacing Program.

DPW's updated road resurfacing list includes approximately 158.02 centerline miles of County-maintained roads to be resurfaced with available road resurfacing funding that is included in the FY 2022-23 Operational Plan and the City of Vista Revenue Agreement. Over 65% of the roads on the resurfacing list are located within underserved communities as defined in the most recent version of CalEnviroScreen (4.0) and the Healthy Places Index GIS layer and will provide significant benefits to residents, including enhancements to the Americans with Disabilities Act pedestrian ramps and drainage improvements.

DPW also provides road maintenance services for almost 100 miles of private roads through the Permanent Road Division (PRD) Program. The PRD Program is a special district program that includes 68 PRD Zones across the unincorporated area that finance private road maintenance services primarily through property owner assessments and special taxes. DPW has identified up to 3.79 centerline miles of road resurfacing in ten PRD Zones in FY 2022-23 based on funds available. Road work was identified through field reviews and coordinated with road committees in each PRD Zone.

This is a request to authorize the Clerk of the Board to implement, upon receipt, a reimbursement agreement with the City of Vista for payment of costs to the County to complete road resurfacing work and for the Board to establish appropriations and approve the advertisement and subsequent award of multiple construction contracts to the lowest bidders for asphalt concrete overlay and slurry seal treatments on County-maintained and select portions of city-maintained roads. The estimated project cost for County- and city-maintained roads for FY 2022-23 is \$61,014,667, including an 8% contingency for unforeseen conditions that may arise during construction. The estimated construction cost for the PRD Zone roads is \$904,000, including a 20% contingency for unforeseen conditions. Contingencies are incorporated into estimated costs as unplanned or unforeseen conditions may arise during construction. The funding sources for County-maintained roads are SB-1, TransNet, and Committed Road Fund. The funding source for the city-maintained road is a revenue agreement with the City of Vista. The funding sources for the PRD Zone roads are special district revenues from each PRD Zone. Advertisement and award of the construction contracts is scheduled for spring 2023. Construction is scheduled to begin in summer 2023 and be completed by spring 2024.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Find in accordance with Section 15301(c) of the California Environmental Quality Act (CEQA) that the proposed project is categorically exempt from CEQA review because it involves the maintenance of existing public roads involving no or negligible expansion of existing use.
2. Establish appropriations of \$110,667 in the Department of Public Works Road Fund, Services & Supplies, for the AC Overlay 2223 A (North), AC Overlay 2223 B (South), and AC Overlay 2223 C (East) projects based on the City of Vista Agreement. **(4 VOTES)**

3. Authorize the Director, Department of Purchasing and Contracting, to advertise and award multiple construction contracts and to take other actions authorized by Section 401 et seq. of the Administrative Code with respect to contracting for asphalt concrete overlay and slurry seal treatment projects on County-maintained, city-maintained and PRD Zone roads.
4. Authorize the Clerk of the Board to execute, upon receipt, the revenue agreement with the City of Vista for road resurfacing in accordance with Attachment A.
5. Designate the Director, Department of Public Works, as the County Officer responsible for administering the agreement with the city of Vista and the construction contracts in accordance with Board Policy F-41, Public Works Construction Projects.

EQUITY IMPACT STATEMENT

The Department of Public Works (DPW) utilizes best management practices when preserving the County-maintained road network that includes the application of slurry seals and asphalt overlays that prevent more costly resurfacing treatments in the future such as reconstruction. This includes the use of pavement management software that models and predicts the rate of deterioration of roads. To supplement this data, DPW staff performs routine inspections of roads in need of repair that are identified by the pavement management software or the community through a variety of sources such as the Tell Us Now! mobile app and toll-free hotlines.

This information is evaluated by DPW and used to develop a list of roads requiring maintenance that is proportionately distributed throughout the unincorporated area. Over 65% of the roads on the maintenance list are located within underserved communities as defined in the most recent version of CalEnviroScreen (4.0) and Healthy Places Index GIS layer and will provide significant benefits to the residents, including enhancements to the Americans with Disabilities Act pedestrian ramps and drainage improvements. Road resurfacing to improve the condition of roads facilitates transit and allows cars and buses to travel to underserved communities to bring workers to job centers. County of San Diego construction contracts are also competitively and publicly advertised and bid and help stimulate the local economy.

SUSTAINABILITY IMPACT STATEMENT

Maintaining existing roads has benefits to sustainability in terms of economy, environment, social, and health and well-being. Maintaining roads in a timely manner prevents more costly maintenance treatments in the future, thereby supporting economic sustainability. Asphalt concrete rehabilitation activities utilize 25% recycled asphalt from old, deteriorated roads, saving thousands of tons of aggregate each year and supporting the County's sustainability goal to reduce pollution and waste through recycling. Well-maintained roads allow vehicle owners to use less resources for vehicle maintenance and operation providing social sustainability benefits. Drainage improvements proposed in this action such as rehabilitating culverts, curbs, and gutters contribute to the County's sustainability goals to improve water quality and extend the useful life of facilities, by protecting County-maintained roads from costly and resource intensive repairs. The installation of Americans with Disabilities Act compliant pedestrian ramps proposed in this action supports walkability, mass transit access, and contributes to County sustainability goals to protect the health and well-being of everyone in the region, reduce greenhouse emissions, and transition to a green, carbon-free economy.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2022-23 Operational Plan in Permanent Road Divisions (PRD) and partially included in the Fiscal Year 2022-23 Operational Plan in the Department of Public Works Road Fund. If approved, project costs are estimated to be \$61,014,667, including an 8% contingency for County-maintained roads and a 20% contingency for PRD Zone roads for unforeseen conditions that may arise during construction. The funding sources are SB-1 (\$51,430,929), TransNet (\$5,700,000), City of Vista revenue agreement (\$110,667), Committed Road Fund (\$2,869,071), PRD Zones' available prior year fund balance (\$840,595), and benefit assessments and special taxes from property owners (\$63,405). There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

Road resurfacing to improve the condition of the roads facilitates the transit of goods and people in underserved communities by cars, buses, and trucks. County of San Diego construction contracts are also competitively and publicly advertised and bid and help stimulate the local economy. All workers employed on public works projects must be paid prevailing wages determined by the California Department of Industrial Relations, according to the type of work and location of the project.

ACTION:

ON MOTION of Supervisor Fletcher, seconded by Supervisor Vargas, the Board of Supervisors took action as recommended, on Consent.

AYES: Vargas, Anderson, Lawson-Remer, Fletcher

ABSENT: Desmond

State of California)

County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors



Signed

by Andrew Potter



Kezer, Keith

From: Bosworth, Thomas L
Sent: Friday, October 3, 2025 8:53 AM
To: Kezer, Keith
Cc: Gustafson, Nicolas; Mott, Orland
Subject: RE: Catalina Ave Paving - CONFIDENTIAL ATTORNEY CLIENT COMMUNICATION
Attachments: FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN COUNTY OF SAN DIEGO AND CITY OF VISTA FOR CATELINA AVENUE ROADWAY RESURFACING.docx; Fully Executed - Catalina Ave Agreement signed.pdf; Catalina Ave - Vista ROW Cost.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Keith,

Please find attached a proposed First Amendment, as requested by City, to allow for a final payment and resolution of this matter. Since COB was authorized to execute the Agreement and the Agreement contemplated the possibility of an amendment and given the small amount, we think COB can reasonably read the Board action of December 14, 2022 to authorize the execution by COB of this first amendment to fully resolve the matter. You should check with COB to make sure they are OK with executing the first amendment for the County. You should also review the first amendment to make sure DPW is OK with it; and if DPW is, you can send it over to the City to review and approve.

Sincerely,
Tom Bosworth

From: Kezer, Keith <Keith.Kezer@sdcounty.ca.gov>
Sent: Wednesday, September 24, 2025 7:39 AM
To: Bosworth, Thomas L <Thomas.Bosworth@sdcounty.ca.gov>
Cc: Gustafson, Nicolas <Nicolas.Gustafson@sdcounty.ca.gov>; Mott, Orland <Orland.Mott@sdcounty.ca.gov>
Subject: RE: Catalina Ave Paving - CONFIDENTIAL ATTORNEY CLIENT COMMUNICATION

Hi Tom,

We have completed the work in the attached agreement and the City of Vista owes the County \$4,728.73 to reconcile costs under this agreement (costs came in higher than anticipated). My expectation is that the City would cut us a check based on the reconciliation we provided them (attached) which I see as the "amendment" identified in Section 2.1 of the attached agreement. Based on Gabe's response below, it seems he's looking for something more. Is there an expectation that we update this agreement and get it resigned?

I guess the question is, how do we go about amending this agreement if updating Exhibit B with the attached Excel sheet is not enough.

Thanks.

Kezer, Keith

From: Potter, Andrew
Sent: Wednesday, October 15, 2025 9:28 AM
To: Kezer, Keith
Cc: Bosworth, Thomas L
Subject: City of Vista Revenue Agreement for Road Improvements

Follow Up Flag: Follow up
Flag Status: Flagged

Keith,

This is to confirm my concurrence with the proposed Amendment to the Agreement with the City of Vista for the Asphalt Concrete Overlay and Slurry Seal projects, as described in your memo dated October 13, 2025.

Regards,
Andrew



Andrew Potter, Executive Officer/Clerk of the Board of Supervisors
Pronouns: he/him/his
Clerk of the Board of Supervisors
County of San Diego
1600 Pacific Highway, Room 402, San Diego, CA 92101
O: 619-531-5431 | C: 619-572-4941

FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN COUNTY OF SAN DIEGO AND CITY OF VISTA FOR CATALINA AVENUE ROADWAY RESURFACING

This First Amendment to that certain “Agreement by and Between County of San Diego and City of Vista for Catalina Avenue Roadway Resurfacing” dated November 8, 2022 (Agreement) is entered into between the County of San Diego (County) and City of Vista (City) as of the date last executed by the Parties.

RECITALS

WHEREAS County and City entered into the Agreement to authorize the County to perform road resurfacing work on Catalina Avenue within the boundaries of the City (Work), subject to reimbursement of County’s costs by City;

WHEREAS City advanced the sum of \$110,667 to the County in accordance with the Agreement and agreed to pay the full cost of the work should it exceed this amount subject to the receipt of a reconciliation;

WHEREAS County has completed the work and hereby attaches as Exhibit A, a reconciliation in the amount of \$115,395.29 for the full cost of the work completed by the County for the benefit of the City;

WHEREAS City wishes to pay the amount of \$4,728.29 (i.e., the difference between \$115,395.29 and \$110,667) in full settlement of all amounts owed under the Agreement and County is willing to accept this amount as the full settlement of the amounts owed by City under the Agreement for the Work.

AGREEMENT

NOW THEREFORE City and County by this First Amendment hereby amend the Agreement as follows:

1. Final Payment Amount. City and County agree that upon the receipt of payment from City in the amount of \$4,728.29 no additional sums are owed from City for the work performed by County and that this amount represents full and complete payment for the cost of the Work performed by County pursuant to the Agreement.

2. Delivery of Final Payment. The final payment shall be delivered to County by check made payable to the “County of San Diego” within thirty (30) days of the execution of this First Amendment directed to the address for notice for County as set forth at Section 3, Subpart 24 of the Agreement, subject to the following amendments:

County of San Diego, Department of Public Works
Attn: Marisa K. Barrie, Director, Department of Public Works
5510 Overland Avenue, Suite 410
San Diego, CA 92123

IN WITNESS WHEREOF, this First Amendment to the Agreement is executed by the County and the City acting through their duly authorized representatives.

County of San Diego

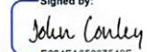
By: 

ANDREW POTTER

Executive Officer/Clerk of the Board of Supervisors

Date: 12/29/25

City of Vista

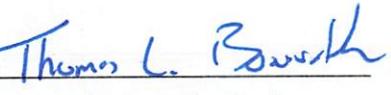
Signed by:
By: 
3D80EE56000004AC

JOHN CONLEY

City Manager

Date: December 10, 2025

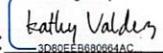
Approved as to Form and Legality

By: 

Thomas L. Bosworth, Sr. Deputy

Office of County Counsel, County of San Diego

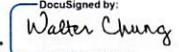
Attest

DocuSigned by:
By: 
3D80EE56000004AC

Kathy Valdez, City Clerk

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date:	12/14/22
By:	Minute Order No. 6
Deputy Clerk of the Board Supervisors	

Approved as to Form and Legality

DocuSigned by:
By: 
3D80EE56000004AC

Walter Chung, City Attorney

APPROVED
Amanda L. Guy
20251027153526

EXHIBIT A

FY 22-23 ACO East - Catalina Ave (Vista ROW) COST - BASE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Water Pollution Control Plan		LS	\$ 5,000.00	\$ 46.90
2	Construction Site Management		LS	\$ 890,000.00	\$ 8,348.20
3	Clearing and Grubbing		LS	\$ 100,000.00	\$ 938.00
4	Herbicide Treatment		LS	\$ 15,000.00	\$ 140.70
7	Plane Asphalt Concrete Pavement (Full Width)	2,747.34	SY	\$ 4.60	\$ 12,637.76
9	Replace Asphalt Concrete Surfacing	11.68	CY	\$ 212.00	\$ 2,476.16
11	Tack Coat	0.43	TON	\$ 600.00	\$ 258.00
15	Asphalt Concrete, Type A	359.84	TON	\$ 170.00	\$ 61,172.80
18	Fog Seal Berm	0.03	TON	\$ 8300.00	\$ 249.00
41	Paint Traffic Stripe (2-Coat)	2,800.00	LF	\$ 1.00	\$ 2,800.00
45	Thermoplastic Pavement Markings	26.00	SF	\$ 19.40	\$ 504.40
46	Pavement Markers (Retroreflective)	79.00	EA	\$ 7.35	\$ 580.65
				TOTAL	\$ 90,152.57
28% Soft Costs	90,152.57 X 1.28 = \$115,395.29				

RECEIVED
COUNTY COUNSEL
2022 DEC 14 PM 12:54
COUNTY OF SAN DIEGO

AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

CITY OF VISTA

FOR

CATALINA AVENUE ROADWAY RESURFACING

This Agreement for Catalina Avenue Roadway Resurfacing ("Agreement") is entered into this 8th day of November, 2022, by and between the County of San Diego, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Vista, a municipal corporation (hereinafter "CITY"), for Roadway Resurfacing of Catalina Avenue, located within the jurisdictional boundaries of CITY. The COUNTY and CITY may be hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

- A. Pursuant to Government Code section 54981 and Streets & Highways Code sections 1685 and 1803 the legislative body of the CITY is authorized to contract with the legislative body of the COUNTY for the performance of municipal services for the maintenance, construction, or repair of streets within the territory of the CITY.
- B. The COUNTY currently has a Roadway Resurfacing Project planned for portions of Catalina Avenue within the unincorporated county, which excludes a segment of Catalina Avenue located between the two unincorporated segments ("COUNTY PROJECT").
- C. The CITY currently has jurisdiction over the segment of Catalina Avenue located between the unincorporated road segments included in the COUNTY PROJECT.
- D. COUNTY and CITY have mutually agreed that the CITY portion of Catalina Avenue needs roadway resurfacing.
- E. The CITY limits of Catalina Avenue are shown on "Exhibit A". All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
- F. The roadway resurfacing on Catalina Avenue will consist of asphalt concrete mill and inlay. The existing surface will be milled to a depth of 2 inches to remove surface distresses and irregularities. Two inches of asphalt concrete will then be placed within the milled section. With concurrence of both agencies, this pavement strategy may be amended at spot locations due to localized rehabilitation methods that may come up.
- G. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements to coordinate the improvements located in the two jurisdictions and the legislative body of the CITY finds in accordance with Streets & Highways Code section 1803 that COUNTY's completion of work on the CITY PROJECT is necessary for the more efficient maintenance of CITY streets because it will reduce overall CITY costs by processing the two separate jurisdictional improvements as one project.
- H. COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. CITY will fund one hundred percent (100%) of the cost of the CITY PROJECT. COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.

- I. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed in conjunction with the COUNTY PROJECT.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing road maintenance and repair services on a portion of Catalina Avenue within the CITY as shown on Exhibit "A" for which the CITY will reimburse COUNTY.
2. To prepare, or cause to be prepared, detailed plans, specifications and estimates documents ("PS&E") for CITY PROJECT and submit to CITY for review and approval at appropriate stages of development, but in no event at more than 30%, 70% and final design. Final plans for CITY PROJECT meeting CITY standards shall be prepared by COUNTY and signed by a Civil Engineer registered in the State of California. Deviations from CITY standards shall be coordinated with and approved by CITY.
3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, CITY and COUNTY shall coordinate and cooperate in good faith to make all necessary arrangements with the owners of such facilities for their protection, adjustment, relocation, or removal. CITY and COUNTY shall, in good faith, coordinate and cooperate to require the utility owner and/or its contractors performing any relocation work within CITY's right-of-way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall, in good faith, coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way.
4. To make written application to CITY for a Construction Permit authorizing entry into CITY's right-of-way for the purposes of constructing CITY PROJECT.
5. In accordance with Exhibit "C", Agreement Designating Lead Agency, to act as the Lead Agency under the California Environmental Quality Act ("CEQA") for the CITY PROJECT. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, the Vista Municipal Code, the Vista City Charter, California Labor Code, and California Public Contracting Code.
6. To furnish a representative to perform the function of Resident Engineer during construction of CITY PROJECT.
7. To furnish qualified support staff to assist the Resident Engineer; such assistance shall include, but not be limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.

8. To construct the CITY PROJECT in accordance with approved PS&E documents.
9. To submit any contract change order that causes the amount of the CITY PROJECT improvements to exceed \$110,667 (as shown in Exhibit B) to CITY for review and approval prior to final authorization by COUNTY.
10. To furnish CITY as-built plans, within one hundred and eighty (180) days following the completion and acceptance of the CITY PROJECT construction contract.
11. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the CITY PROJECT construction contract. If final costs associated with the CITY's improvements are in excess of the Deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are less than the Deposit provided in Section 2, COUNTY shall reimburse CITY for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement, subject to City Council or other CITY approval as applicable.
2. To deposit with COUNTY, within 30 days of executing this Agreement, the full value of the COST ESTIMATE (the "Deposit") as provided in Section 3.1 of this Agreement.
3. To approve the COUNTY's or its contractor's properly submitted and completed Public Right-of-Way Permit application to authorize entry onto CITY's right-of-way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, and construction of the CITY PROJECT within 45 days of the application being deemed complete. CITY agrees to reimburse COUNTY for COUNTY's, or its contractor's, cost to obtain such permit and for any requirements of said permit not required by COUNTY's construction contract.
4. To provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
5. To provide oversight of the CITY PROJECT, to promptly provide reviews and approvals within no more than 30 calendar days from CITY's receipt of complete documents unless a longer period is specified by the Agreement, as appropriate, of submittals by COUNTY, and to cooperate in processing of the CITY PROJECT.
6. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the Deposit amount for CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement, subject to City Council or other CITY approval as applicable.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT is estimated to be, one hundred ten thousand, six hundred sixty-seven dollars (\$110,667) as detailed in "Exhibit B" ("COST ESTIMATE").
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of CITY's Deposit as required in Section 2.

3. During any portion of the CITY PROJECT, if a cost overrun exceeding ten percent (10%) of the COST ESTIMATE is identified, COUNTY and CITY shall endeavor to agree upon a course of action in a timely manner to avoid construction delay, contractor mobilization, or similar costs.
4. Construction by COUNTY of improvements referred to herein which lie within CITY's rights-of-way shall not be commenced until a Public Right-of-Way Permit has been issued to COUNTY, or COUNTY's contractor, authorizing such work; which permit, shall not be unreasonably conditioned or delayed by CITY.
5. The PARTIES shall obtain and/or cause any agent, subcontractor, or other representative of that PARTY to maintain insurance at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such PARTY hereunder. COUNTY shall ensure that any contractor or subcontractors working on the CITY PROJECT will name the City of Vista and its respective elected officials, officers, employees, agents, and representatives as additional insureds under all policies of insurance, and shall ensure that additional insured certificates be provided to CITY as specifically set forth in Exhibit D, City of Vista Insurance Requirements. COUNTY shall also ensure that any contractor or subcontractor working on the CITY PROJECT will agree to defend and indemnify the CITY and its respective elected officials, officers, employees, agents, and representatives against any claims arising out of the CITY PROJECT, with the exception of claims arising out of the CITY'S active negligence or willful misconduct. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside, and no further agreement will be necessary to transfer ownership.
6. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT. COUNTY shall be responsible for the maintenance of the improvements provided by COUNTY PROJECT.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
8. In the event that either party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement for default.
9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
10. This Agreement is to be construed in accordance with the laws of the State of California.
11. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other PARTY.
12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the City and County of San Diego, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
13. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of

convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the PARTY that prepared it in its final form.

14. Any waiver by COUNTY or CITY of any breach by any other PARTY of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY or CITY from enforcing this Agreement.
15. This Agreement and the Exhibits herein contain the entire agreement between the PARTIES and are intended by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any PARTY in relation thereto, not expressly set forth in this Agreement, is null and void.
16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
17. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.
18. The Parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. The Parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
19. Any PARTY may propose amendments to this Agreement by providing written notice of such amendments to the other PARTY. This Agreement may only be amended by a written amendment signed by each PARTY'S administrator.
20. This Agreement only applies to the CITY PROJECT described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this Agreement.
21. This Agreement shall become effective on the date all the parties have signed this Agreement and be in force until two years from the execution date.
22. The COUNTY or CITY may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time prior to the award of a construction contract for the CITY PROJECT by COUNTY.
23. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The Agreement may be executed using an electronic signature, which signature if bearing a date stamp providing reasonable assurance of authenticity from the agency shall be deemed an original.
24. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the Parties may designate:

COUNTY:

County of San Diego, Department of Public Works
Attn: Jeff Moneda, Director of Public Works
5510 Overland Ave, Suite 410
San Diego, CA 92123
Phone: (858) 694-2233

CITY:

City of Vista, Department of Engineering & Capital Projects
Attn: Greg Mayer, City Engineer
200 Civic Center Drive
Vista, CA 92084
Phone: (760) 643-5408

Attachments:

1. EXHIBIT A – PROJECT MAP ATTACHED
2. EXHIBIT B – COUNTY ESTIMATED PROJECT COSTS
3. EXHIBIT C – AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT
4. EXHIBIT D – CITY OF VISTA INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, this Agreement is executed by the City of Vista and the County of San Diego, acting by and through their authorized officers.

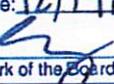
COUNTY OF SAN DIEGO

BY: 
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: 1/4/23

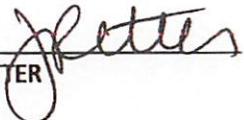
Approved as to form and legality

BY: Thomas L. Bosworth
THOMAS L. BOSWORTH
Sr. Deputy County Counsel

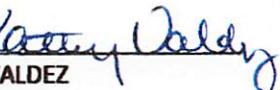
APPROVED
Amanda L. Guy
20221003091528

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>12/14/22</u> Minute Order No. <u>6</u>	
By: 	Date: <u>1/4/23</u> Deputy Clerk of the Board Supervisors

CITY OF VISTA

BY: 
JUDY RITTER
Mayor
DATE: 11/15/2022

ATTEST

BY: 
KATHY VALDEZ
City Clerk
DATE: 11/15/2022

Approved as to form and legality

BY: 
WALTER C. CHUNG
City Attorney

County DPW Resurfacing Exhibit

Catalina Avenue



EXHIBIT A

FY 2022-23 (Year 6) Resurfacing City-County Coordination
SUPERVISORIAL DISTRICT 5

County Planning Group	Road Name	FROM	TO	# LANES	Area (SY)	Treatment	Est Construction Cost	Est Total Cost (Cost + 28% Soft Cost + 30% Contingency)	City Length (ft)
NORTH COUNTY METRO (ISL)	CATALINA AV	VISTA CL ENTER	CUL DE SAC	2	2998	2" Mill/Inlay	\$74,775	\$110,666.56	0.18
					TOTALS: 2,998		74,774.70	110,666.56	0.18

Mill Inlay						
No.	Code	Item Description	Qty	Unit	Cost	Total
1		Prepare Water Pollution Control Program	1	LS	\$500	\$500
2		Construction Site Management	1	LS	\$5,000	\$5,000
3		Plane Asphalt Concrete Pavement (Full Width)	2,998	SY	\$3.75	\$11,243
4		Replace Asphalt Concrete Surfacing	13	CY	\$225	\$2,925
5		Tack Coat	1	TON	\$800	\$880
6		HMA Type A	358	TON	\$115	\$41,170
7		Asphaltic Emulsion (Fog Seal Dike)	0.02	TON	\$1,250	\$25
8		Paint Traffic Stripe (2-Cost)	1,630	LF	\$0.45	\$734
9		Thermoplastic Pavement Marking	26	SF	\$5.00	\$130
10		Pavement Marker, Retroreflective	106	EA	\$3.50	\$371
11		Field Orders	1	DLR	\$5,000	\$5,000
Base Subtotal:						\$67,977
Contingency (10%):						\$6,798
Base Total:						\$74,775
						\$24.94

EXHIBIT B

EXHIBIT C

AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT

This agreement is made between the County of San Diego (County) and City of Vista (City) under Title 14 California Code of Regulations 15051(d), designating the County as the lead agency under the California Environmental Quality Act (CEQA) for the City Project.

WHEREAS, the County and City desire the County to carry out the City Project pursuant to Roadway Resurfacing of Catalina Avenue;

WHEREAS, the City currently has jurisdiction over sections of the roadways where the City Project is located, and the City will fund one hundred percent (100%) of the City Project;

WHEREAS, both parties are public agencies that may each carry out or approve portions of the project, and both may have substantial claim to act as lead agency under CEQA;

NOW THEREFORE, the parties agree that the County will act as the CEQA lead agency for the environmental review of the project and will have all discretion to fulfill the obligations of a CEQA lead agency with respect to the City Project.

IN WITNESS WHEREOF, this Agreement is executed by the City of Vista and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

BY: Andrew Potter
ANDREW POTTER
Executive Officer/Clerk of the Board of Supervisors
DATE: 1/14/23

Approved as to form and legality

BY: Thomas L. Bosworth
THOMAS L. BOSWORTH
Sr. Deputy County Counsel

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: <u>12/14/22</u> Minute Order No. <u>6</u>
By: <u>Thomas L. Bosworth</u> Date: <u>1/14/23</u> Deputy Clerk of the Board of Supervisors

CITY OF VISTA

BY: Judy Ritter
JUDY RITTER
Mayor
DATE: 11/15/2022

ATTEST

BY: Kathy Valdez
KATHY VALDEZ
City Clerk
DATE: 11/16/2022

Approved as to form and legality

BY: Walter C. Chung
WALTER C. CHUNG
City Attorney

EXHIBIT D

The City of Vista's Insurance Requirements are as follows:

Standard Specifications for Public Works Construction ("The GREENBOOK")
<http://www.greenbookspecs.org/> 2018, Document No. PWPI010119-01, Section 5-4 INSURANCE.

5-4 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

5-4.1 Policies and Procedures.

1. You shall procure the insurance or self-insurance (collectively "insurance") described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.

4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate</u>	<u>Limit Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").

2. All costs of defense shall be outside the limits of the policy.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.

3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:

- a) Ongoing operations performed by you or on your behalf,
- b) your products,
- c) your Work, e.g., your completed operations performed by you or on your behalf, or
- d) premises owned, leased, controlled, or used by you.

4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:

- a) Ongoing operations performed by you or on your behalf,
- b) your products, or
- c) premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

5-4.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance shall be not less than the following:

Workers' Compensation	Statutory Employers Liability
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

5-4.11.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.